

BEFORE THE
CALIFORNIA BOARD OF OCCUPATIONAL THERAPY
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

REBECCA LEE SCHMIDT
1319 Jefferyscot Drive
Crestview, FL 32536-2224

Occupational Therapy License No. OT 8291

Respondent.

Case No. OT 2007-205

OAH No. 2009070289

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order are hereby adopted by the California Board of Occupational Therapy, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on November 27, 2009.

It is so ORDERED October 28, 2009.



FOR THE CALIFORNIA BOARD OF
OCCUPATIONAL THERAPY
DEPARTMENT OF CONSUMER AFFAIRS

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9 **BEFORE THE**
CALIFORNIA BOARD OF OCCUPATIONAL THERAPY
DEPARTMENT OF CONSUMER AFFAIRS
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. OT 2007-205

12 REBECCA LEE SCHMIDT
13 1319 Jefferyscot Drive
14 Crestview, FL 32536-2224

OAH No. 2009070289

15 Occupational Therapy License No. OT 8291

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

16 Respondent.

17
18 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
19 entitled proceedings that the following matters are true:

20 **PARTIES**

21 1. Heather Martin (Complainant) is the Executive Officer of the California Board of
22 Occupational Therapy. She brought this action solely in her official capacity and is represented
23 in this matter by Edmund G. Brown Jr., Attorney General of the State of California, by Antoinette
24 B. Cincotta, Deputy Attorney General.

25 2. Respondent Rebecca Lee Schmidt (Respondent) is represented in this proceeding by
26 attorney Samuel Spital, whose address is 8880 Rio San Diego Drive, Suite 800, San Diego, CA
27 92108-1642.

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1 3. On or about June 21, 2005, the California Board of Occupational Therapy issued
2 Occupational Therapy License No. OT 8291 to Rebecca Lee Schmidt. The Occupational Therapy
3 License was in full force and effect at all times relevant to the charges brought in Accusation No.
4 OT 2007-205 and will expire on July 31, 2011, unless renewed.

5 JURISDICTION

6 4. Accusation No. OT 2007-205 was filed before the Board, and is currently pending
7 against Respondent. The Accusation and all other statutorily required documents were properly
8 served on Respondent on May 29, 2009. Respondent timely filed her Notice of Defense
9 contesting the Accusation. A copy of Accusation No. OT 2007-205 is attached as Exhibit A and
10 incorporated herein by reference.

11 ADVISEMENT AND WAIVERS

12 5. Respondent has carefully read, fully discussed with counsel, and understands the
13 charges and allegations in Accusation No. OT 2007-205. Respondent has also carefully read,
14 fully discussed with counsel, and understands the effects of this Stipulated Settlement and
15 Disciplinary Order.

16 6. Respondent is fully aware of her legal rights in this matter, including the right to a
17 hearing on the charges and allegations in the Accusation; the right to confront and cross-examine
18 the witnesses against her; the right to present evidence and to testify on her own behalf; the right
19 to the issuance of subpoenas to compel the attendance of witnesses and the production of
20 documents; the right to reconsideration and court review of an adverse decision; and all other
21 rights accorded by the California Administrative Procedure Act and other applicable laws.

22 7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
23 every right set forth above.

24 CULPABILITY

25 8. Respondent understands and agrees that the charges and allegations in Accusation
26 No. OT 2007-205, if proven at a hearing, constitute cause for imposing discipline upon her
27 Occupational Therapy License.

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9. For the purpose of resolving the Accusation without the expense and uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual basis for the charges in the Accusation, and that Respondent hereby gives up her right to contest those charges.

10. Respondent agrees that her Occupational Therapy License is subject to discipline and she agrees to be bound by the Board's imposition of discipline as set forth in the Disciplinary Order below.

RESERVATION

9. The admissions made by Respondent herein are only for the purposes of this proceeding, or any other proceedings in which the California Board of Occupational Therapy or other professional licensing agency is involved, and shall not be admissible in any other civil or criminal proceeding.

CONTINGENCY

10. This stipulation shall be subject to approval by the California Board of Occupational Therapy. Respondent understands and agrees that counsel for Complainant and the staff of the California Board of Occupational Therapy may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent or her counsel. By signing the stipulation, Respondent understands and agrees that she may not withdraw her agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

11. The parties understand and agree that facsimile copies of this Stipulated Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

12. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement.

1 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
2 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
3 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
4 writing executed by an authorized representative of each of the parties.

5 13. In consideration of the foregoing admissions and stipulations, the parties agree that
6 the Board may, without further notice or formal proceeding, issue and enter the following
7 Disciplinary Order:

8 **DISCIPLINARY ORDER**

9 IT IS HEREBY ORDERED that Occupational Therapy License No. OT 8291 issued to
10 Respondent Rebecca Lee Schmidt (Respondent) is revoked. However, the revocation is stayed
11 and Respondent is placed on probation for three (3) years on the following terms and conditions.

12 1. **Obey All Laws.** Respondent shall obey all federal, state and local laws and
13 regulations governing the practice of occupational therapy in California. Respondent shall
14 submit, in writing, a full detailed account of any and all violations of the law to the Board within
15 five (5) days of occurrence.

16 2. **Tolling for Out-of-State Practice, Residence or In-State Non-Practice.** In the
17 event respondent should leave California to reside or to practice outside the State for more than
18 thirty (30) days, respondent shall notify the Board or its designee in writing within ten (10) days
19 of the dates of departure and return. All provisions of probation, other than the address change
20 and cost recovery requirements, shall be held in abeyance until respondent resumes practice
21 and/or residence in California. All provisions of probation shall recommence on the effective
22 date of resumption of practice in California.

23 3. **Compliance with Probation and Quarterly Reporting.** Respondent shall fully
24 comply with the terms and conditions of probation established by the Board and shall cooperate
25 with representatives of the Board in its monitoring and investigation of the respondent's
26 compliance with probation. Respondent, within ten (10) days of completion of the quarter, shall
27 submit quarterly written reports to the Board on a Quarterly Report of Compliance form obtained
28 from the Board.

1 4. **Personal Appearances.** Upon reasonable notice by the Board, respondent shall
2 report to and make personal appearances at times and locations as the Board may direct.

3 5. **Notification of Address and Telephone Number Change(s).**

4 Respondent shall notify the Board, in writing, within five (5) days of a change of residence
5 or mailing address, of her new address and any change in work and/or home telephone numbers.

6 6. **Notification to Employer(s).** When currently employed or applying for employment
7 in any capacity in any health care profession, Respondent shall notify her employer of the
8 probationary status of respondent's license. This notification to the current employer shall occur
9 no later than the effective date of the Decision. Respondent shall notify any prospective health
10 care employer of her probationary status with the Board prior to accepting such employment.
11 This notification shall be made by providing the employer or prospective employer with a copy of
12 the Board's Accusation and Stipulated Settlement and Disciplinary Decision and Order.

13 Respondent shall cause each health care employer to submit quarterly reports to the Board.
14 The reports shall be on a form provided by the Board, shall include a performance evaluation and
15 such other information as may be required by the Board.

16 Respondent shall notify the Board, in writing, within five (5) days of any change in
17 employment status. Respondent shall notify the Board, in writing, within five (5) days if she is
18 terminated from any occupational therapy or health care related employment with a full
19 explanation of the circumstances surrounding the termination.

20 7. **Employment Requirements and Limitations.** During probation, respondent shall
21 work in her licensed capacity in the State of California. This practice shall consist of no less than
22 (6) continuous months and of no less than twenty (20) hours per week.

23 While on probation, respondent shall not work for a registry or in any private duty position,
24 except as approved, in writing, by the Board. Respondent shall work only on a regularly
25 assigned, identified, and pre-determined work site(s) and shall not work in a float capacity except
26 as approved, in writing, by the Board.

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1 8. **Supervision Requirements.** Respondent shall obtain prior approval from the Board,
2 before commencing any employment, regarding the level of supervision provided to the
3 respondent while employed as an occupational therapist or occupational therapy assistant.

4 Respondent shall not function as a supervisor during the period of probation except as
5 approved, in writing, by the Board.

6 9. **Continuing Education Requirements.** Respondent shall complete 12 hours of Law
7 and Ethics continuing education courses. Continuing education shall be completed within a
8 period of time designated by the Board, which time frame shall be incorporated as a condition of
9 this probation.

10 Continuing education shall be in addition to the professional development activities
11 required for license renewal. Within thirty (30) days of the Board's written notification of the
12 assigned coursework, respondent shall submit a written plan to comply with this requirement.
13 The Board shall approve such plan prior to enrollment in any course of study.

14 Respondent is responsible for all costs of such continuing education. Upon successful
15 completion of the course(s), respondent shall cause the instructor to furnish proof to the Board
16 within thirty (30) days of course completion.

17 10. **Maintenance of Valid License.** Respondent shall, at all times while on probation,
18 maintain an active current license with the Board, including any period during which license is
19 suspended or probation is tolled.

20 11. **Cost Recovery Requirements.** Respondent shall reimburse the Board for its costs in
21 the investigation and enforcement of this matter pursuant to Business and Professions Code
22 section 125.3 in the amount of \$4,700.00 payable in 2 1/2 years or 30 payments. Failure to make
23 payments in accordance with any formal agreement entered into with the Board or pursuant to
24 any Decision by the Board shall be considered a violation of probation.

25 The Board shall not renew or reinstate the license of any respondent who has failed to
26 pay all the costs as directed in the Decision.

27 12. **Violation of Probation.** If respondent violates probation in any respect, the Board,
28 after giving respondent notice and opportunity to be heard, may revoke probation and carry out

1 the disciplinary order which was stayed. If an accusation or a petition to revoke probation is filed
2 against respondent during probation, the Board shall have continuing jurisdiction until the matter
3 is final, and the period of probation shall be extended until the matter is final.

4 13. **Completion of Probation - No Early Termination.** Respondent shall not be
5 considered for early termination of probation or modification of probation. She will be required
6 to complete the three year term of probation in compliance with all terms and conditions here
7 stated. Upon successful completion of probation, respondent's license will be fully restored.

8 14. **Suspension.** Respondent is suspended from the practice of occupational therapy for
9 thirty (30) days beginning on the effective date of the Decision.

10 ACCEPTANCE

11 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
12 discussed it with my attorney, Samuel Spital. I understand the stipulation and the effect it will
13 have on my Occupational Therapy License. I enter into this Stipulated Settlement and
14 Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the
15 Decision and Order of the California Board of Occupational Therapy.

16
17 DATED: 10-15-09

Rebecca Lee Schmidt
18 REBECCA LEE SCHMIDT
Respondent

19 I have read and fully discussed with Respondent Rebecca Lee Schmidt the terms and
20 conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.
21 I approve its form and content.

22 DATED: 10/15/09

Samuel Spital
23 SAMUEL SPITAL
Attorney for Respondent

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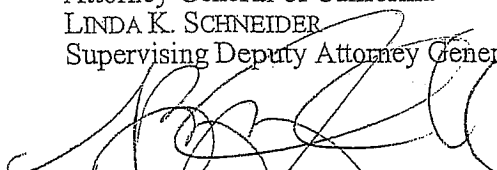
ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order are hereby respectfully submitted for consideration by the California Board of Occupational Therapy of the Department of Consumer Affairs.

Dated: 10/20/2009

Respectfully Submitted,

EDMUND G. BROWN JR.
Attorney General of California
LINDA K. SCHNEIDER
Supervising Deputy Attorney General



ANTONETTE B. CINCOTTA
Deputy Attorney General
Attorneys for Complainant

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